

R

ILLINOIS
C O O K
V I L L A G E
I L L I N O I S

HOMewood

ROBERT J. BUTCHER
C O O K

he was the attorney that handled the Dissolution of Marriage Case 85D 20024 and prepared the Judgment decree signed by Judge Gross, November 4, 1985. The property covered in this decree was the family home located at 18031 Lorenz, Lansing, Illinois. Legal description as follows:

Lot Seven (7) in Block Six (6) in the Resubdivision of Blocks 2, 3, 6 and 7 of Lots 1, 2, 3, 4 and 5 in Blocks 4 and 5 in Lansing Gardens, a Subdivision of part of the East Half (1/2) of the Northeast Quarter (1/4) of Section 31, and of a part of West Half (1/2) West Half (1/4), Northwest Quarter (1/4) of Section 32, all in Township 36 North, Range 15, East of the Third Principal Meridian, according to Plat of said Resubdivision filed in the Office of the Registrar of Titles, February 19, 1924, as Document Number 207008.

30-31-220-007-0000 MC

This affiant further states that under Paragraph VII of Agreement, he has received his attorney fee of \$1,000.00.

All other conditions of this Agreement have been met.

And further this affiant says not.

Robert Butcher

Subscribed and sworn to before me this 20th day of March, 1986.

J. Van F. Butcher

Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(1) This line is for signature of Affiant
(2) These two lines are for signature and title of officer administering oath.

Notary Public

(2) Wm J. Butcher
March, 19 86

Subscribed and sworn to before me this 20th day of

(1) Robert J. Butcher

And further this affiant says not.

Property of COOK COUNTY

18031 Lorenz
Bldg address
Bldg 711
30-31-220007

This affiant further states that under Paragraph VII of Agreement, he has received his attorney fee of \$1,000.00. All other conditions of this Agreement have been met.

Document Number 207008.
Office of the Registrar of Titles, February 13, 1924, as
Meridian, according to Plat of said Resubdivision filed in the
in Township 36 North, Range 15, East of the Third Principal
(1/2) West Half (1/2), Northwest Quarter (1/4) of Section 32, all
Northeast Quarter (1/4) of Section 31, and of a part of West Half
Gardens, a subdivision of part of the East Half (1/2) of the
3, 6 and 7 of Lots 1, 2, 3, 4 and 5 in Blocks 4 and 5 in Lansing
Lot Seven (7) in Block Six (6) in the Resubdivision of Blocks 2,

Illinois. Legal description as follows:
decease was the family home located at 18031 Lorenz, Lansing,
Judge Grupp, November 4, 1985. The property covered in this
Case 85D 20024 and prepared the Judgment decree signed by
he was the attorney that handled the Dissolution of Marriage

and State of ILLINOIS, being duly sworn, deposes and says that
of the VILLAGE of HOMERWOOD, County of COOK
County of COOK
State of ILLINOIS
ROBERT J. BUTCHER

3505980

UNOFFICIAL COPY

Property of Cook County Clerk's Office

AFFIDAVIT

OF

GEORGE E. COLE,
LEGAL FORMS

UNOFFICIAL COPY

PLACITA JUDGMENT

0 3 5 0 3 9 3 0 (10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK } ss.

PLEAS, before the Honorable **CHARLES J. GRUPP**
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said
Court, at the Court House in said County, and State, on **-NOVEMBER 4th**
in the year of our Lord, one thousand nine hundred and **-85** and of the Independence
of the United States of America, the two hundredth and **-TENTH**

PRESENT: - The Honorable CHARLES J. GRUPP
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: **MORGAN M. FINLEY, Clerk.**

Property of Cook County Clerk's Office

3505980

UNOFFICIAL COPY

Property of Cook County Clerk's Office

08000000

STATE OF ILLINOIS

UNOFFICIAL COPY

COUNTY OF COOK)

)SS

0 3 5 0 5 9 3 0

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT-DOMESTIC RELATIONS DIVISION

ENTERED
CLERK OF THE CIRCUIT COURT MORGAN M. FINLEY
NOV 4 - 1985
JUDGE CHARLES J. GRUPP
DEPUTY CLERK <i>H. Z.</i>

IN RE THE MARRIAGE OF)

LINDA J. EENIGENBURG,)
Petitioner)

and)

RONALD J. EENIGENBURG,)
Respondent)

No 85D 20024

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard on the duly verified Petition of LINDA J. EENIGENBURG, Petitioner, being present personally in Court and being represented by her attorney, ROBERT J. BUTCHER, and the Respondent, RONALD J. EENIGENBURG, having appeared pro-se and the Court having heard the evidence adduce by the Petitioner in support of her Petition for Dissolution of Marriage heretofore filed, and being fully advised in the premise finds as follows:

1. That the Court has jurisdiction of the parties to and the subject matter of this cause.
2. That the Petitioner has been domiciled in the State of Illinois for more than ninety days immediately proceeding the makings of these findings.
3. That the parties were lawfully joined in marriage on the 2nd day of April, 1971 at Lansing, Illinois and cohabited together as husband and wife until August 1, 1985 at which time cohabitation ceased.

Attorney re 2777 fees atty

3505980

85D1411467

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3202520

-2-

UNOFFICIAL COPY

4. That six (6) children were born to the parties, namely, HOLLY L., born November 13, 1971, KELLY L., born March 29, 1973, TIMOTHY J., born July 7, 1975, CORRIE L., born March 26, 1977, SARAH J., born May 11, 1979 and MATTHEW C. R., born March 31, 1982 and none were adopted and the Petitioner is not now pregnant.

5. That in and during the continuation of the marriage of the parties hereto, the Petitioner always treated the Respondent in a manner becoming a good, kind and dutiful wife but the Respondent not regarding his marriage vows and obligations has been guilty of mental cruelty.

6. That the aforesaid conduct of the Respondent was without any just or reasonable cause or provocation to him by the Petitioner given, that since August 1, 1985, Petitioner has lived separate and apart from the Respondent as a single woman without fault on her part.

7. That Petitioner has subsequently proved the material allegations aforesaid, that the equities of the cause lie with the Petitioner and against the Respondent, and that the Petitioner is entitled to a Judgment of Dissolution of Marriage.

8. That on the 31st day October, 1985, the parties hereto entered into a written agreement disposing of the question of maintenance for the Petitioner and of child support and of certain property rights inherent to them respectfully and which said written agreement is hereby set forth and incorporated into this Judgment for Dissolution of Marriage as follows:

SEE EXHIBIT "A" ATTACHED HERETO

8501411468

3505980

UNOFFICIAL COPY
MARITAL SEPARATION AGREEMENT

THIS AGREEMENT made and entered into this 30th day of

October, 1985, by and between LINDA J. KENIGENBURG (hereinafter referred to as "Wife") and RONALD J. KENIGENBURG (hereinafter referred to as "Husband").

WITNESSETH:

RECITALS

A. The parties were married April 2, 1971, which marriage was registered in Cook County, Illinois.

B. That there were six (6) children born as a result of this marriage, namely: HOLLY L., born November 13, 1971, KELLY L., born March 29, 1973, TIMOTHY J., born July 7, 1975, CORRIE L., born March 26, 1977, SARAH J., born May 11, 1979 and MATTHEW C. R., born March 31, 1982. No other children were born or adopted by this marriage and the Petitioner is not now pregnant.

C. Unfortunate and irreconcilable differences and difficulties have arisen between the parties and as a result they are not now living together as Husband and Wife.

D. The Wife has filed a Petition for Dissolution of Marriage against the Husband in the Circuit Court of Cook County, Illinois as Cause No. 85D 20024 entitled "In Re The Marriage Of Linda J. Kenigenburg and Ronald J. Kenigenburg" and the Cause is still pending and undisposed of as is hereinafter referred to as the "Pending Case".

E. Without any collusion as to the Pending Case or to any Dissolution of Marriage proceedings between the parties hereto, but without prejudice to any writing of action for Dissolution of Marriage either of

85D1411469

3505980

UNOFFICIAL COPY

Page 1 of 1

Property of Cook County Clerk's Office

08000000

-2-

UNOFFICIAL COPY

the said parties may have, the parties hereto consider it in their best interest to settle between themselves the questions of maintenance, all rights of every kind and nature, whether real or personal, which either of them now has or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them.

F. The Wife is represented by Attorney ROBERT J. BUTCHER and the Husband is appearing Pro-se.

G. The parties acknowledge that each of them have been fully advised and informed of the wealth, property, stated income of the other.

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants of the parties hereto, hereinafter set forth, and for other good and valuable consideration, the receipt of which are jointly and severally acknowledged, it is hereby covenanted and agreed by and between the parties hereto as follows:

I. Reservation of Litigation Rights

This Agreement is not one to obtain or to stimulate a Dissolution of Marriage. The Wife reserves the rights to prosecute the Pending Case and to defend any action which the Husband may commence in this Case or any other. Husband reserves the right to prosecute any action for Dissolution of Marriage which he may deem necessary or proper and to defend the Pending Case or any other action which the Wife may bring.

II. Provisions Relating to Children

A. Custody

(1) The Wife shall have the sole care, custody, control and supervision of the minor children.

8501411470

3505980

UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or title.

Property of Cook County Clerk's Office

020020

UNOFFICIAL COPY

- (2) The Husband shall have visitation every other weekend and every other major holiday and childrens' birthdays and two (2) weeks during the summer vacation, as long as he refrains from the use of alcohol before or during visitation.

B. Family Support

- (1) Husband shall pay to Wife as and for unallocated family support the sum of \$310.00 per week, said figure representing fifty-five (55%) per cent of his net weekly income of \$563.83, until the oldest of the aforementioned children reaches the age of eighteen (18) years or otherwise becomes emancipated as defined in Illinois Revised Statutes, at which time the amount of Family Support shall decrease by nine (9%) per cent. Upon the second and subsequent child reaching age of eighteen (18) or otherwise becoming emancipated as defined in Illinois Revised Statutes, the amount paid for unallocated Family Support shall likewise decrease by nine (9%) until the youngest child reaches age eighteen (18) or otherwise becomes emancipated at which time the obligation to pay Family Support shall end.

C. Insurance

- (1) The Husband shall maintain medical insurance policy providing coverage for the minor children. The Husband shall furnish the Wife with a copy of the policy and any subsequent amendments affecting the extent of coverage thereunder. The Husband shall provide the Wife with current identification cards in order to enable the Wife to identify the childrens' coverage under the hospital and medical in-

3505980

8501411471

UNOFFICIAL COPY

For information only. This document is not intended to be used for legal purposes. It is not a contract and does not create any legal obligations.

Property of Cook County Clerk's Office

00000000

urance policy.

(2) The Husband shall pay for the extraordinary hospital, surgical, optical and orthodontial care of the children not covered by the medical and hospital insurance policy. The term "extraordinary" as used in this paragraph shall include by not by way of limitation, all teeth straightening, major dental work, psychiatric or psychological care, but shall not include routine checkups, minor ailments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis and the like.

(3) Husband shall maintain any and all life insurance policies presently with the Aetna Insurance Company being Policy No. U1005689 in the amount of approximately \$100,000.00 and shall keep said policy in full force and effect with the children as the irrevocible beneficiaries until the youngest child reaches age eighteen (18) or otherwise becomes emancipated.

D. Education

Husband and Wife agree that both shall be responsible according to their respective ability to pay for the higher education of the children.

III. Marital Home

Husband agrees to quit claim all right title and interest in the marital home to Wife at the time of the entry of the Judgment for Dissolution of Marriage. Wife agrees to waive any claim to Husband's pension fund with Chicago and Northeast Illinois District Council of Carpenter's Local 141.

3505980

8501411472

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

0 3 5 0 3 9 8 0

IV. Personal Property

The parties agree that the household furnishings shall be the sole and exclusive property of the Wife, with the exception of the Husband's personal clothing, tools or other personal effects that he might have and an RCA VCR which shall be the sole and exclusive property of the Husband as well as a dresser.

V. Automobiles

Wife shall have as her sole and exclusive property a 1979 Chevrolet Van and the Husband shall have as his sole and exclusive property a 1983 Mazda that the Husband shall agree to assume and pay any lien or mortgage on said car to the First National Bank of Lansing and shall hold Wife harmless from same. Both Husband and Wife shall execute any documents necessary to vest title solely in the other.

VI. Marital Debts

Husband shall agree to assume and pay and hold Wife harmless from the following Marital Debts: Jones Clinic in the amount of approximately \$1,000.00, St. Margaret Hospital in the amount of approximately \$178.00, Dr. Venezia, D.D.S. bill in the amount of approximately \$300.00, VISA bill in the amount of approximately \$2,500.00 and Sears & Roebuck Co. bill in the amount of approximately \$600.00.

VII. Attorney's Fees

Husband agrees to pay the balance of Wife's attorney's fees in the amount of One Thousand (\$1000.00) Dollars within thirty (30) days from the entry of Judgment of Dissolution of Marriage.

3505980

8501411473

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02000000

VIII. General Provisions

A. Execution of Documents

Except as otherwise provided, each of the parties hereto shall execute, acknowledge and deliver upon the effective date of this Agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time from time to time, to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the provisions of this Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the parties designate any Judge or Associate Judge of the Circuit Court of Cook County to execute and deliver any and all such documents or deeds in the place and stead of the party herein so obligated.

B. Mutual Release

To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quit claim and grant to the

8501411474

3505980

UNOFFICIAL COPY

Released by the Cook County Clerk's Office

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

03505980

other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as Husband and Wife, widow or widower, or otherwise, by reason of the marital relationship existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have been entitled to claim in, to or against the property and assets of the other, real, personal, or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy and whether vested or contingent and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will, at any time hereafter, sue the other, or his or her heirs, personal representatives and assigns, for the purpose of enforcing any or all of the rights relinquished under this Agreement; and each of the parties agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and each of the parties further agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably required to effect or evidence such release, waiver, relinquishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligations of the party of the other

3505980

8501411-175

UNOFFICIAL COPY

FILE

NOV 19 1991

CHICAGO, ILL

CLERK OF COURT

Property of Cook County Clerk's Office

00000000

to comply with the provisions of this Agreement, or the rights of either party under this Agreement.

C. Waiver of Estate Claim

Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator-with-the-will-annexed of the estate of the other party, and each of the parties do further relinquish all rights to inherit by intestate succession any of the property of which the other party may die seized or possessed, and shall either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descent to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto respectively reserves the right to dispose, by testament or otherwise, of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as waiver or release by either party of the obligation of the other to comply with the terms of this Agreement, or the rights of either party under this Agreement.

In the event any court alters, changes or modifies any portion of this Agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then any pending proceeding before such court shall be suspended so that the Husband and the Wife shall have an opportunity to consider said alteration, change or modification by said

8501411476

3505980

UNOFFICIAL COPY

7/15/2025

10:00 AM

10:00 AM

Property of Cook County Clerk's Office

00000000

-9-
UNOFFICIAL COPY

court and, if necessary, renegotiate all or part of this Agreement. In the event, if any court alters, changes or modifies any portion of this Agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then the entire Agreement shall become voidable at the option of Husband or Wife.

In the event the parties at any time hereafter obtain a Dissolution of Marriage in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into such Judgment for Dissolution of Marriage, either directly or by reference, and upon entry of said Judgment, this Agreement shall become in full force and effect, but in no event shall the Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered in the pending case referred to hereinbefore. The Court, on entry of the Judgment for Dissolution of Marriage, shall retain the right to enforce the provisions and terms of the Agreement, which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

This Agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction, enforcement or modification. If a court of competent jurisdiction at any time after entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared

3505980

8501411477

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02000000

UNOFFICIAL COPY

and executed in Illinois, the children are residents of and domiciled in Illinois and the parties are residents of and domiciled in Illinois. The Wife filed an action for Dissolution of Marriage in Illinois and the Husband has filed his response. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

IN WITNESS WHEREOF, The Husband and Wife have hereunto set their respective hands and seals the day and year first above written.

Linda J. Benigenburg
LINDA J. BENIGENBURG

Ronald J. Benigenburg
RONALD J. BENIGENBURG

Property of Cook County Clerk's Office

3505980

85D1411478

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3202020

-3-

UNOFFICIAL COPY

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

That the bonds of marriage heretofore existing between the Petitioner, LINDA J. EENIGENBURG and RONALD J. EENIGENBURG, the Respondent, be and that the same are hereby dissolved pursuant to the statutes of the State of Illinois in such a case made and provided.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

That the Settlement Agreement between the parties heretofore and attached to and this certificate of evidence, as Petitioner's Exhibit "A" (and here and before set forth), be and is made a part of the Judgment of Dissolution of Marriage and that all of the provisions of the property settlement agreement be and they are expressly ratified by, confirmed, proved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as decreed by this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

That other than the aforesaid all and singular rights of each of the parties hereto arising in, to and against the property of the other, of every kind, nature and description, real, personal and mixed, where-soever situated, both personally owned and in which of them now has or hereafter acquires any beneficial interest, or other interest, shall cease from and after the entry of the Judgment of Dissolution, including all inchoate rights of dower, curtesy, homestead or other interests of either party in and to the property of the other, arising by virtue of the marriage of the parties hereto, either by virtue of this marriage, or by virtue of any contractual or other relationship whatsoever, or

8501411479

3505980

UNOFFICIAL COPY

Property of Cook County Clerk's Office

07222020

UNOFFICIAL COPY

03505900

personal acts committed by either party.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

That this Court shall retain jurisdiction in this cause and of the parties hereto for the purpose of enforcing the terms and provisions of this Judgment.

ENTERED:

Charles J. Gump
JUDGE

Property of Cook County Clerk's Office

PREPARED BY:
ROBERT J. BUTCHER (91138)
17450 So. Halsted St. - Suite 2NW
Homewood, Illinois 60430
799-0600

8501411480

3505980

UNOFFICIAL COPY

0 3 5 0 5 9 8 0

Property of Cook County Clerk's Office

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete
COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

.
.
.
.
.
.
.
.

In a certain cause lately pending in said Court, between
LINDA J. EENIGENBURG plaintiff/petitioner
and **RONALD J. EENIGENBURG** defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this **19th**
day of **MARCH** 19**86**.

Morgan M. Finley Clerk

3505980

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1314212

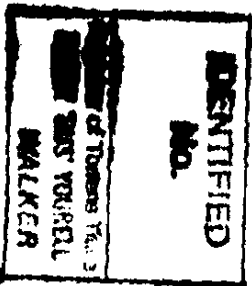
3505980

3505980

3505980

REGISTRATION OF TITLES

MAR 7 9 47 AM '86



Robert J. Walker
17452 S HAR-STEP
Howe Wood
6C43C

3200000